

### **XIII. ELECTRONIC AND APPLIANCE REPAIR DEALER REGISTRATION LAW (BUS & P C §§9800–9874)**

#### **A. [§5.136] Statutory Coverage**

The purpose of the Electronic and Appliance Repair Dealer Registration Law, first enacted in 1964, is to protect the public from fraudulent, incompetent, and elusive service dealers. *Packard-Bell Electronics Corp. v Department of Prof. & Vocational Standards* (1966) 242 CA2d 387, 51 CR 432.

These statutes prohibit untrue and misleading advertising, the making of false promises likely to induce a customer to authorize repair or installation, any willful departure from or disregard of accepted trade standards for good and workmanlike repair or installation, any conduct that constitutes fraud or dishonest dealings, and conduct constituting negligence or incompetence in the repair of electronic equipment and appliances or the installation or repair of home antennas. See Bus & P C §9841.

A service dealer is defined as anyone who, for compensation, engages in the business of installing, repairing, servicing, or maintaining the following products normally used or sold for use in the home, a home office, or in private vehicles: an electronic set such as a television, radio, audio or video monitor, computer system, photocopier, fax machine, or cellular telephone; major home appliances such as refrigerators, freezers, microwave ovens, dishwashers, or room air conditioners; burglar alarm systems; receiver antennas, rotator, and accessories; and satellite signal-receiving equipment (Bus & P C §9801(f)–(g), (i)), unless statutorily exempted under Bus & P C §§9802–9806. Being licensed as a service dealer does not include, among others, any automobile dealer or manufacturer licensed under Veh C §11700 (Bus & P C §9806(a)) or an employee of a service dealer (Bus & P C §9802(a)).

Any person registered as an automotive repair dealer under Bus & P C §9880.1 whose activities are within the scope of his or her registration and consist of installing an electronic set or burglar alarm system in a private vehicle is not required to register under the law. Bus & P C §9806(b).

#### **B. [§5.137] Statutory Requirements**

The statutory requirements state:

- Anyone who acts as a service dealer must have a valid registration. Bus & P C §9840. Each service dealer must register with the Department of Consumer Affairs Bureau of Electronic and Appliance Repair. Bus & P C §9830. Furthermore, each service dealer must pay a specified fee for

each place of business that he or she operates in the state. Bus & P C §9830.5. A service dealer who does not operate a place of business in the state but who sells, issues, or administers service contracts in the state must be registered with the Bureau and must pay the registration fee as if he or she had a place of business in the state. Bus & P C §9830.5. Failure to have a valid registration renders acts by the service dealer unlawful (Bus & P C §9840) and bars the benefit of any lien for labor or materials or the right to sue on a contract for repairs done (Bus & P C §9852).

- An invoice must be prepared describing all work done and all parts supplied, including a disclosure if used parts are supplied. The customer must be supplied with one copy. Bus & P C §9842.
- A service dealer must give the customer a receipt or claim check for the repair of a set or appliance. The receipt or claim check must state (a) the name and registration number of the service dealer, (b) the address and telephone number of the location where the set or appliance will be repaired, (c) the date of acceptance or receipt by the service dealer, (d) a description of the set or appliance, including model and serial number, (e) the name and address of the set or appliance owner and a serial number claim receipt, (f) the signature of the service dealer or representative, (g) a statement regarding the availability of written estimates and their requirements, (h) any removal and reinstallation charge, and (i) a statement that deposited property is not insured or protected to the actual cash value in situations of loss occasioned by theft, fire, and vandalism, if such is the case, when the property is intended for residential use. 16 Cal Adm C §2721.
- Under Bus & P C §9844, an initial written estimate for the cost of repair must be given to the customer before any repairs are performed. Charges may not exceed the estimate without the previous consent of the customer. The service dealer may charge a reasonable fee for making a written estimate. Bus & P C §9844.
- Replaced parts must be returned unless exempted. Bus & P C §9843.

### **C. [§5.138] Requirements for Maintaining Action**

No lien or other right to maintain possession of the equipment pending payment of charges for repair or installation shall exist when the total charges levied exceeds the higher of (1) any amount estimated in writing, or (2) a written revision of that estimate signed and dated by the customer, or an oral revision of the written estimate authorized by the customer and fully documented by the service dealer. Bus & P C §9844.5.

No person required to have a valid registration shall have the benefit of any lien for labor or materials or the right to sue on a contract for repairs or installation done, unless the person has a valid registration. Bus & P C §9852.

#### **XIV. HOUSEHOLD MOVING**

##### **A. [§5.139] Damages and Loss**

The California Public Utilities Commission (CPUC) limits the liability of household goods movers to \$100 per pound per article (interstate moves) or \$20,000 (intrastate moves). See CPUC Maximum Rate Tariff 4; 49 CFR 1056.12. The minimum rate that can be declared is 60 cents per pound per article. CPUC Maximum Rate Tariff 4.

A claim for loss or damage must be filed with the carrier within nine months after delivery or within nine months after a reasonable time for delivery has elapsed, and all actions must be filed within two years from the time the carrier gives notice in writing that the claim has been disallowed. CPUC Maximum Rate Tariff 4.

##### **B. [§5.140] Liability for Underestimating**

For intrastate moves, the mover is not required to give an estimate. However, if an estimate is given, it must be written. CPUC Maximum Rate Tariff 4. If the mover gives an estimate that proves to be too low, the maximum charge that the mover can assess is the estimated amount plus charges for all services and articles listed in a change order for service, if applicable. CPUC Maximum Rate Tariff 4.

For interstate moves, however, the carrier must give a written estimate that can be either “binding” or “nonbinding.” The estimate is binding if the word “binding” is written on it. An estimate must be in writing, must clearly describe the shipment and all services to be provided, and must indicate whether it is binding. See 49 CFR §1056.3.

##### **C. [§5.141] Delay**

The carrier is liable for damages caused by delay, based on negligence or breach of contract theories. Under CPUC rules the moving company must give at least 24 hours’ notice of delay by telephone or telegraph. CPUC Maximum Rate Tariff 4.

Compliance does not insulate the carrier from liability; however, failure to comply might be evidence of unreasonable or careless conduct. CPUC Maximum Rate Tariff 4.